

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

THOSE CHARACTERS FROM CLEVELAND, LLC,)	
)	No. 21-cv-00346
Plaintiff,)	
)	Judge John F. Kness
v.)	
)	
THE INDIVIDUALS, CORPORATIONS,)	
LIMITED LIABILITY COMPANIES, PARTNERSHIPS)	
AND UNINCORPORATED ASSOCIATIONS)	
IDENTIFIED ON SCHEDULE A HERETO,)	
)	
Defendants.)	

FINAL JUDGMENT ORDER

IT IS HEREBY ORDERED THAT judgment is entered in favor of Plaintiff THOSE CHARACTERS FROM CLEVELAND, LLC. and against all defendants identified in the attached Amended Schedule A who have not otherwise been dismissed from this action (the “Defaulting Defendants”).

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:

a. using the THOSE CHARACTERS FROM CLEVELAND, LLC. trademark registration Nos. 4,7875,19; 5,8749,43; 3,336,078; 4,602,800; 1,270,509; 1,773,296; 3,767,824; 1,773,296; 1,294,343 and 1,780,477 and U.S. Copyright Reg. Nos. VA 1-824-810 and VA 1-982-408 (the “CARE BEARS Trademarks and Copyrights”) or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine CARE BEARS Product

or is not authorized by Plaintiff to be sold in connection with the CARE BEARS Trademarks and Copyrights;

b. passing off, inducing, or enabling others to sell or pass off any product as a genuine CARE BEARS Product or any other product produced by Plaintiff, that is not Plaintiff's or is not produced under the authorization, control or supervision of Plaintiff and approved by Plaintiff for sale under the CARE BEARS Trademarks and Copyrights;

c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;

d. further infringing the CARE BEARS Trademarks and Copyrights and damaging Plaintiff's goodwill;

e. shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of the CARE BEARS Trademarks and Copyrights or any reproductions, counterfeit copies or colorable imitations thereof;

f. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts that are being used to sell or are the means by which Defaulting Defendants could continue to sell Counterfeit or Infringing Products; and

g. operating and/or hosting websites operated by Defaulting Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the CARE BEARS Trademarks and Copyrights or any reproduction, counterfeit copies or colorable imitations thereof that are not a genuine CARE BEARS Product or are not authorized by Plaintiff to be sold in connection with the CARE BEARS Trademarks or Copyrights.

2. Under 15 U.S.C. § 1117(c)(2) and 17 U.S.C. § 504(c), Plaintiff is awarded statutory damages from each of the Defaulting Defendants in the amount of one hundred thousand dollars (\$100,000) for willful use of counterfeit CARE BEARS Trademarks and Copyrights in connection with products sold through at least the Defendant Internet Stores.

3. Aliexpress and Alipay shall, within five (5) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, identified in Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

4. All monies currently restrained in Defaulting Defendants' financial accounts, including monies held by Aliexpress and Alipay, are hereby released to Plaintiff as partial payment of the above-identified damages, and Aliexpress and Alipay are ordered to release to Plaintiff the amounts from Defaulting Defendants' Aliexpress and Alipay accounts within ten (10) business days of receipt of this Order.

5. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to serve this Order on Aliexpress and Alipay if any new Aliexpress and Alipay accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, Aliexpress and Alipay shall:

a. Within five (5) business days of receipt of this Order, locate all accounts and funds connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites, including, but not limited to, any Aliexpress and Alipay accounts;

b. Within five (5) business days of receipt of this Order, restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and

c. Within ten (10) business days of receipt of this Order, release all monies restrained in Defaulting Defendants' Aliexpress and Alipay accounts to Plaintiff as partial payment of the above-identified damages.

6. Amazon shall, within five (5) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, identified in Amended Schedule A, from transferring or disposing of any money or other of Defaulting Defendants' assets.

7. All monies currently restrained in Defaulting Defendants' financial accounts, including monies held by Amazon, are hereby released to Plaintiff as partial payment of the above-identified damages, and Amazon is ordered to release to Plaintiff the amounts from Defaulting Defendants' Amazon accounts within ten (10) business days of receipt of this Order.

8. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to serve this Order on Amazon if any new Amazon accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, Amazon shall:

a. Within five (5) business days of receipt of this Order, locate all accounts and funds connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites, including, but not limited to, any Amazon accounts;

b. Within five (5) business days of receipt of this Order, restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and

c. Within ten (10) business days of receipt of this Order, release all monies restrained in Defaulting Defendants' Amazon accounts to Plaintiff as partial payment of the above-identified damages.


9. If Plaintiff identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, Plaintiff may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibit 1 to the Declaration of Sean Gorman and any e-mail addresses provided for Defaulting Defendants by third parties.

10. The ten thousand dollar (\$10,000) surety bond posted by Plaintiff is hereby released to counsel of record for Plaintiff, Michael A. Hierl of Hughes Socol Piers Resnick & Dym, Ltd. at Three First National Plaza, 70 W. Madison Street, Suite 4000, Chicago, IL 60602.

This is a Final Judgment.

SO ORDERED in No. 21-cv-00346.

Date: August 11, 2021



JOHN F. KNESS
United States District Judge

AMENDED SCHEDULE A

Doe	Seller Name
1	AnQiuShiGuoMingYanJing
1	AnQiuShiGuoMingYanJing
2	BinZhouShiYuXinShangMaoYouXianGongSi
3	Charlie Gifts Shop
5	Dawn M Waite
6	dongguanshishancandian
7	Ella V Audette
8	ewvyw
9	Fat Tiger baby
11	guangzhouxianpingshangmaoyouxiangongsi quan
12	GuangZhouZeTianShangMaoBu
13	HangZhouPingHangZaiShengZiYuanYouXianGongSi
14	jysdzse
15	Kghsdydgy
16	Larry O Johns
17	longyanhongruxuanshangmaoyouxiangongsi
18	luoheshiyuanhuiquduanjunmingbaihuodian
19	luoheshiyuanhuiqulihailibaihuodianDU
20	Marig Ster
21	New Summer
22	Noe F Brown
23	Principalet
23	Principalet
24	qingbaijiangqubengpeichongwujinjingyingbu
25	shantoushichenghaiquhualewanjuyouxiangongsi
26	Shanxi Feisai Trading Co., Ltd.
27	shihengruikejiyouxiangongsi
28	surveilleo
29	tangxianzhengfengfeipinshougouzha quan
30	TInaketye
31	Tisha Reveiro
32	titaigeyang rong
33	TwYeeker CYAN
34	xianyangshiweichengquwujiafangbaihuodian
35	yutao summer
36	ZheJiangXinHangJianSheGongChengYouXianGongSi
37	INiceGift
38	Aerospa
39	Anna Kita
40	Artistic conception
41	Bamamoop

42	BaoDingTuanCuiShangMaoYouXianGongSi
43	Belieber
44	Benjorn
45	biolptay
46	BIXIXN
47	BLUCON
48	BYE1
50	CarLining
51	change yourself
52	Chaqian Clothing
53	Chengdu Liyao
54	chenzhoushibeiuhuquyuzukangzuyuyangshengguan
55	ChongYangXianHuiDouBaiHuoDian
56	ChongYangXianXiaoWoBaiHuoDian
57	Constantiny Run
58	Coronav
59	cuishan
60	daxiongdeihao
60	daxiongdeihao
60	daxiongdeihao
62	Deaoaily
64	Diann A Decker
65	DIEU HANG
66	Diqing Prefecture Future Vocational Skills Training Station
67	EAPOOT CYAN
68	Egg victory
70	Eugene L Colunga
71	fanchangxianxinggongdengjudian
72	Favorite shopping choice
73	ffcheer
75	gao rongdfef
76	Getrichgo
79	Glenn Isidore
80	Gloable-Good
82	Gufamily Information Technology Co Limited
83	guo shengbinfdsfewrtr
84	gusjwo
85	HeiLongJiangShengJiaSuJiQingShangMaoYouXianGongSi
86	hibeijing
87	HSQ108336
88	HTGHUJI
89	huizhilidianzikeji
90	HZAOLI
91	Jacinta
92	Jeki Coris

93	Jiah CM Center
94	Jiasongfeng
96	jingshengjiuye
97	jingtaixianhanchengyangzhizhuanyezhuoshe
98	Jizhi Duwei Trading Company
99	Juan M Artis
100	Karin Turberville
101	KB-Custom
102	kunimihiro
103	kunmingzhidijiaoyuxinxizixunyouxianzerengongsi
104	Kyle Carter
105	LaLaHoo
107	Larersa
108	lianhuquhuayinmeishangmaodian
109	Lightning axe
110	LIJAFU
111	liutingtingmei
112	Loteacarez
113	Louise D Jordan
114	LuggeFirm
115	LYLOVE
116	LYNAY
117	Mary G Ross
118	men0842
119	Merry Christmas studio
120	Mitinya-u
122	Mydoon Co,Ltd
123	NanShiZhan
124	Never night sky
125	neysaovuw
126	ngangquba
127	njiezhujiafy
128	Oncidiumli
129	Oncludy
130	Onlyhu
131	Otto.Gay
132	PANDQUKE
133	QingDaoFenYuanShangMaoYouXianGongSi
134	Qingtongyou Trading
135	QinhahjDaily
136	Quennall
136	Quennall
137	Rafael E Wentz
138	RENSBIN
139	Ronnie A Dillion

140	RuiChengXianShangZhaoBaiHuoDian-Shang ZhaoFeng
141	sai ou fu shi chao shi
142	SDsunjing
143	Seaweed Cake
145	SEHAIKO
146	Seriously21
147	shengdongshangmao
148	Shenzhen Dixianya Underwear Trading Co., Ltd.
149	shenzhenshikaipingwangzhuangshiyouxiangongsi
150	Shibellili
152	ShuangShiYi
153	Skyrimlg
154	SLAFDHSUEY
155	SongMuYeYouXianGongSi
156	ssdaffpoadf
157	sunchaoren
158	Sunny Freesia
159	suyuqushimenglingqianyluyibaihuodian
162	therteaukhge
163	TongChengMinLanBaiHuoDian
164	vernell Jenkins
165	WaMiShanDongWenWE
166	wangnan0581
167	wuyangxianpianhebaihuodian
168	WUYUJIPU
169	XiaMenShiHongYunXiangTongShangMaoYouXianGongSi
171	xinqiings
173	XuZhouuanMuYeYouXianGongSi
174	Yeahidel
176	yitongmanzuzizhixianyitongzhenhexuanriyongdengjudi
177	yitongmanzuzizhixianyitongzhenshunqiaowujindian
178	YKML
179	YUNAGOWM
180	Yunnan Yiya Cleaning Service Co., Ltd
181	yunzhizhaoming
182	zhanghaigang19860
183	Zhangzh
184	zheng supingmng
185	Zhuo Lijuan
186	ZLIrene
187	Zouchengshiqinghuanbaihuopifashanghang
188	ZXM5D8C1X
189	北京中油协工程
190	SanyeL Global Store

191	Shop910906033 Store
192	soultoffashion
193	SQ Baby Tops Store